

EXHIBIT A



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Entity: Avitus, Inc.
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Entity Served: Avitus, Inc.

Title of Action: De'von Walker vs. Scoobeez

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Los Angeles County Superior Court, California

Case/Reference No: BC707663

Jurisdiction Served: California

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By Fax

1 DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
2 david@yeremianlaw.com
Roman Shkodnik (SBN 285152)
3 roman@yeremianlaw.com
535 N. Brand Blvd., Suite 705
4 Glendale, California 91203
Telephone: (818) 230-8380
5 Facsimile: (818) 230-0308

FILED
Superior Court of California
County of Los Angeles

MAY 29 2018

Sherri H. Linder, Clerk of Court
By Beth Smith Deputy
Beth Smith

6 DAVTYAN PROFESSIONAL LAW CORPORATION
Emil Davtyan (SBN 299363)
7 emil@davtyanlaw.com
21900 Burbank Blvd., Suite 300
8 Woodland Hills, California 91367
Telephone: (818) 992-2935
9 Facsimile: (818) 975-5525

10 Attorneys for Plaintiff DE'VON WALKER,
on behalf of himself and others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13 DE'VON WALKER, on behalf of himself
14 and others similarly situated,

Case No. **BC 707663**

15 Plaintiff,

CLASS ACTION

16 vs.

Assigned for All Purposes To:
Hon.
Dept.:

17 SCOOBEEZ, a California corporation;
18 AVITUS, INC., a Montana corporation;
AVITUS GROUP, an unknown business
19 entity; SCOOBEEZ, INC. CORP LA., a
business entity of unknown form; and DOES
20 1 through 50, inclusive,

21 Defendants.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages Under the FLSA, 29 USC §§ 206, 207;
2. Failure to Pay Minimum Wages;
3. Failure to Pay Wages and Overtime Under Labor Code § 510;
4. Meal-Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Violation of Labor Code § 226(a);
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 221;
9. Penalties Pursuant to Labor Code § 203;
10. Violation of Business & Professions Code § 17200 et seq.

DEMAND FOR JURY TRIAL

- 1 -
COMPLAINT

05/29/2018

55012

CIT/CASE: BC707663
LEA/DEF#:

RECEIPT #: CCH612315038
DATE PAID: 05/29/18 03:19 PM
PAYMENT: \$1,435.00 310
RECEIVED:

CHECK:	\$1,435.00
CASH:	\$0.00
CHANGE:	\$0.00
CARD:	\$0.00

05 / 30 / 2018

1 Plaintiff DE'VON WALKER, (hereinafter "Plaintiff") on behalf of himself and all others
2 similarly situated (collectively, "Employees"; individually, "Employee") complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt hourly employees by Defendants SCOOBEEZ,
8 AVITUS, INC., AVITUS GROUP, SCOOBEEZ, INC. CORP LA, and DOES 1 through 50 (all
9 defendants being collectively referred to herein as "Defendants"). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC), the Fair Labor Standards Act ("FLSA") and
12 California Business & Professions Code, and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants' facilities and offices in Los Angeles, California. Plaintiff and the other
16 Class members worked for Defendants as drivers in Los Angeles County, throughout California
17 and the rest of the United States, and consistently worked at Defendants' behest without being
18 paid all wages due. More specifically, Plaintiff and the other similarly situated Class members
19 were employed by Defendants and worked at Defendants' offices and other facilities where the
20 conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information
21 and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and
22 responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar
23 violations at the hands of Defendants as the other Employee Class members who served in similar
24 and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants' control before and after being on the clock for their daily work
27 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked, and
28 provided them with inaccurate wage statements that prevented Plaintiff and the Class from

1 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
2 with lawful meal and rest periods, as employees were not provided with the opportunity to take
3 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

4 THE PARTIES

5 **A. The Plaintiff**

6 4. Plaintiff De'von Walker has resided in California and during the time period
7 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
8 the State of California at Defendants' facilities and offices in Los Angeles, California.

9 **B. The Defendants**

10 5. Defendant SCOOBEEZ is a California corporation with its principle executive
11 offices in Pasadena, California, and has been listed as the employer on the wage statements issued
12 to Plaintiff during the relevant time period. SCOOBEEZ lists a California address in Pasadena,
13 California with the California Secretary of State, and employs Plaintiff and the Class members in
14 Los Angeles County, including at Defendants' offices and facilities in Los Angeles, California,
15 and throughout California and conducts business throughout California.

16 6. Defendant AVITUS, INC. is a Montana corporation with its principle executive
17 offices in Billings, Montana, and has been listed as the employer on the wage statements issued to
18 Plaintiff during the relevant time period. AVITUS, INC. does not list a California address with the
19 California Secretary of State, but upon information and belief, employs Plaintiff and the Class
20 members in Los Angeles County, including at Defendants' offices and facilities in Los Angeles,
21 California, and throughout California and conducts business throughout California.

22 7. Defendant AVITUS GROUP is an unknown business entity, and has been listed as
23 the employer on the wage statements issued to Plaintiff during the relevant time period. AVITUS
24 GROUP does not list a California address with the California Secretary of State, but upon
25 information and belief, employs Plaintiff and the Class members in Los Angeles County,
26 including at Defendants' offices and facilities in Los Angeles, California, and throughout
27 California and conducts business throughout California.

28 8. Defendant SCOOBEEZ, INC. CORP LA. is a business entity of unknown form,

1 and has been listed as the employer on the employee and understanding agreement that was signed
2 by SCOOBEEZ, INC. CORP LA. and issued to Plaintiff during the relevant time period.
3 SCOOBEEZ, INC. CORP LA. does not list a California address with the California Secretary of
4 State, but upon information and belief, employs Plaintiff and the Class members in Los Angeles
5 County, including at Defendants' offices and facilities in Los Angeles, California, and throughout
6 California and conducts business throughout California.

7 9. The true names and capacities, whether individual, corporate, associate, or
8 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
9 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
10 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
11 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
12 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
13 this Complaint to reflect the true names and capacities of the Defendants designated herein as
14 Does 1 through 50 when their identities become known.

15 10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
16 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
17 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
18 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
19 all respects as the employers or joint employers of Employees. Defendants, and each of them,
20 exercised control over the wages, hours or working conditions of Employees, or suffered or
21 permitted Employees to work, or engaged, thereby creating a common law employment
22 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
23 employed Employees.

24 JURISDICTION AND VENUE

25 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
27 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
28 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district

1 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
2 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
3 County and Defendants maintain and operate company offices and facilities in Los Angeles
4 County, and employ Plaintiff and other Class members in Los Angeles County and throughout
5 California.

6 **FACTUAL BACKGROUND**

7 12. The Employees who comprise the Class and collective, including Plaintiff, are
8 nonexempt employees pursuant to the applicable Wage Order of the IWC and applicable federal
9 regulations. Defendants hire Employees who work in non-exempt positions at the direction of
10 Defendants in the State of California and throughout the United States. Plaintiff and the Class
11 members were either not paid by Defendants for all hours worked or were not paid at the
12 appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to
13 pay Plaintiff and the Class members all wages due and owing, including by making unlawful
14 deductions from their pay, failed to provide meal and rest breaks, and failed to furnish accurate
15 wage statements, all in violation of various provisions of the California Labor Code and applicable
16 Wage Orders, and the FLSA where applicable.

17 13. During the course of Plaintiff and the Class members' employment with
18 Defendants, they were not paid all wages they were owed, including for all work performed
19 (resulting in "off the clock" work) and for all overtime hours worked and were forced to work
20 off-the-clock to keep labor budgets low. For example, Defendants required many of the
21 Employee Class members to work fourteen hours a day delivering packages. Even though
22 Employee Class members were only scheduled for ten hours, Defendants' managers regularly
23 required off the clock work by the Employees.

24 14. As a matter of uniform Company policy, Plaintiff and the Class members were
25 required to work off the clock which was not compensated by Defendants in violation of the
26 California Labor Code and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201
27 *et seq.* Plaintiff and the Class members were also not paid regular wages and overtime for the
28 time they were required to comply with other requirements imposed upon them, which they had

1 to complete while off-duty and without compensation. Plaintiff and the Class members were
2 sometimes asked to work shifts over eight (8) hours in a day and to work over forty (40) hours in
3 a work week, but they were not paid at the appropriate overtime rate for all such hours, including
4 by being required to perform work duties and tasks without pay and while off-the-clock. As a
5 result, Plaintiff and the Class members worked substantial overtime hours during their
6 employment with Defendants for which they were not compensated, in violation of the California
7 Labor Code and the FLSA.

8 15. As a result of the above described unlawful requirements to work off the clock, the
9 failure to calculate and pay wages at the correct rates, the daily work demands and pressures to
10 work through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff
11 and the Class members were not properly paid for all wages earned and for all wages owed to
12 them by Defendants, including when working more than eight (8) hours in any given day and/or
13 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
14 practices, Plaintiff and Class members incurred overtime hours worked for which they were not
15 adequately and completely compensated, in addition to the hours they were required to work off
16 the clock. To the extent applicable, Defendants also failed to pay Plaintiff and the Class members
17 at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive
18 work day in a week and overtime payments at the rate of 2 times the regular rate for hours
19 worked over eight (8) on the seventh consecutive work day, as required under the Labor Code
20 and applicable IWC Wage Orders.

21 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
22 continuing to the present, Defendants had a consistent policy or practice of failing to pay
23 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
24 by California Law.

25 17. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
26 the present, Defendants had a consistent policy or practice of failing to pay Employees overtime
27 compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day
28 and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12)

1 hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
2 Orders.

3 18. Furthermore, during the three years immediately preceding the filing of the
4 Complaint in this action and within the statute of limitations periods applicable to the First Cause
5 of Action pled herein, Defendants employed Plaintiff and other Class members within the United
6 States (collectively "FLSA Collective Members"). FLSA Collective Members were, and are,
7 victims of Defendants' policies and/or practices complained of herein, lost money and/or property,
8 and have been deprived of the rights guaranteed to them by the FLSA, as addressed in further
9 detail herein. The FLSA Collective Members include Defendants' current and former Employees
10 who worked based out of any of Defendants' locations throughout the United States, including in
11 California.

12 19. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
13 the present, Defendants have regularly required Employees to work shifts in excess of five (5)
14 hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes,
15 and shifts in excess of ten (10) hours without providing them with second meal periods of not less
16 than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of wages at
17 each Employee's effective hourly rate of pay, for each meal period that Defendants failed to
18 provide or deficiently provided.

19 20. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
20 the present, Defendants have consistently failed to provide Employees with paid rest breaks of not
21 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
22 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
23 provided or were deficiently provided. Employees were also required to clock out during their
24 paid rest breaks thus denying them wages for said breaks which they were systematically denied.

25 21. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
26 the present, Defendants have consistently and unlawfully collected or received wages from
27 Employees by making automatic deduction from Employees' wages for alleged meal periods
28 which Employees were consistently denied.

1 22. Also, from at least four (4) years prior to the filing of this lawsuit, and continuing
2 to the present, Defendants have consistently failed to provide Employees with timely, accurate,
3 and itemized wage statements, in writing, as required by California wage-and-hour laws.

4 23. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
5 the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in
6 the performance of their job duties for Defendants including, but not limited to, the cost of cell
7 phone usage which were necessary to perform their duties under Defendants' employ which was
8 used throughout the course of Employees' duties under Defendants' employ in violation of Labor
9 Code § 2802.

10 24. Also, from at least four (4) years prior to filing this lawsuit and continuing to the
11 present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
12 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
13 required by California wage-and-hour laws.

14 25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
15 Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1185, 1194, 1197, 1194.2, 1199, and 2802.

16 26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
17 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
18 enjoyed from their violations of Labor Code.

19 27. The Fair Labor Standards Act: The Fair Labor Standards Act of 1938, as amended,
20 29 U.S.C. §§ 201 *et seq.* (hereinafter referred to as "FLSA"), provides for minimum standards for
21 both minimum and regular wages and overtime entitlement, and details administrative procedures
22 by which covered work time must be compensated. The enactment of the provisions of the FLSA
23 provide the Courts with substantial authority to stamp out abuses and enforce the minimum wage
24 and overtime pay provisions at issue in this Complaint. According to Congressional findings, the
25 existence of labor conditions detrimental to the maintenance of the minimum standard of living
26 engenders unfair commercial competition, labor disputes, and barriers to commerce and the free
27 flow of goods in commerce, and interferes with the orderly and fair marketing of goods.
28 Defendants violated the FLSA with the above described unlawful wage payment practices,

1 including by not paying Employees for all hours worked at the required minimum and regular
2 wage and for all overtime for hours worked over 40 in a workweek.

3 **CLASS ALLEGATIONS**

4 28. Plaintiff brings this class action on behalf of himself and all others similarly situated
5 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
6 all individuals employed by Defendants, at any time within four (4) years of the filing of this
7 lawsuit, and have been employed by Defendants within the State of California.

8 29. Further, plaintiff seeks to represent the following Subclasses composed of and
9 defined as follows:

10 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
11 compensated for all hours worked for Defendants at the applicable minimum wage.

12 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
13 compensated for all hours worked for Defendants at the required rates of pay, including for all
14 hours worked in excess of eight in a day and/or forty in a week.

15 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty
17 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

18 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
19 Defendants' policy and/or practice of failing to authorize and permit Employees to take
20 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
21 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

22 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
23 applicable limitations period, were not provided with accurate itemized wage statements.

24 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
25 who were subject to Defendants' policy and/or practice of automatically deducting 30-minutes
26 worth of wages from Employees for alleged meal periods they were denied and/or by understating
27 the hours worked by Employees.

28 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class

1 members who were subject to Defendants failing to reimburse for expenses necessarily incurred
2 in the performance of Employees job duties for Defendants which were necessary to perform their
3 duties under Defendants' employ.

4 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
9 result of Defendants' business acts and practices, to the extent such acts and practices are found to
10 be unlawful, deceptive, and/or unfair.

11 30. Plaintiff also brings this action pursuant to 29 U.S.C. § 216 on behalf of a
12 collective defined as: "All current and former non-exempt employees who worked for Defendant
13 at any time during the period of three (3) years prior to the filing of this lawsuit and ending on a
14 date as determined by the Court" (the "FLSA Collective"). The FLSA Collective Members
15 include of all Defendants' current and former non-exempt employees who worked based out of
16 any of Defendants' locations throughout the United States, including in California. Defendants are
17 liable under the FLSA for, inter alia, failing to properly compensate Plaintiff and FLSA Collective
18 Members for all hours worked.

19 31. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
20 modify the class description with greater particularity or further division into subclasses or
21 limitation to particular issues.

22 32. This action has been brought and may properly be maintained as a class action
23 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
24 of interest in litigation and proposed class is easily ascertainable.

25 **A. Numerosity**

26 33. The potential members of the class as defined are so numerous that joinder of all
27 the member of the class is impracticable. While the precise number of class member has not been
28 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the

1 time period relevant to this lawsuit, employed more than 40 individuals were employed by
2 Defendant's within the State of California.

3 34. Accounting for employee turnover during the relevant time period increases this
4 number substantially. Plaintiff alleges that Defendants' employment records will provide
5 information as to the number and location of all class members.

6 **B. Commonality**

7 35. There are questions of law and fact common to the class that predominate over any
8 questions affecting only individual class members. These common questions of law and fact
9 include:

- 10 a. Whether Defendants failed to pay Employees minimum wages;
- 11 b. Whether Defendants failed to pay Employees wages for all hours worked and for
12 rest breaks;
- 13 c. Whether Defendants failed to pay Employees overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
16 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
17 premium pay in lieu thereof;
- 18 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
19 Orders, by failing to provide Employees with requisite rest breaks or premium pay
20 in lieu thereof;
- 21 f. Whether Defendants violated Labor Code § 226(a);
- 22 g. Whether Defendants violated Labor Code § 221;
- 23 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
24 wages and compensation due and owing at the time of termination of employment;
- 25 i. Whether Defendants failed to reimburse Employees for necessary business
- 26 j. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- 27 k. Whether Employees are entitled to equitable relief pursuant to Business and
28 Professions Code § 17200 et seq.

1 **C. Typicality**

2 36. The claims of the named plaintiff are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendant's common
4 course of conducts in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 37. Plaintiff will fairly and adequately represent and protect the interest of Employees.
8 Counsel who represents Employees are experienced and competent in litigating employment class
9 actions.

10 **E. Superiority of Class Action**

11 38. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
13 questions of law and fact common to all Employees predominate over any questions affecting only
14 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
15 Defendants' illegal policies or practices of failing to compensate Employees properly.

16 39. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

19 **FIRST CAUSE OF ACTION**

20 **FOR FAILURE TO PAY WAGES UNDER THE FLSA**

21 **(Against All Defendants)**

22 40. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 41. At all relevant times hereto, Defendants have been an "enterprise engaged in
25 commerce or in the production of goods for commerce," as defined under 29 U.S.C. § 203(s)(1).

26 42. Plaintiffs are informed and believe, and thereon allege, that Defendants have
27 required the Plaintiffs and FLSA collective Employees as part of their employment to work off
28 the clock and for less than minimum wage under 29 U.S.C. § 206(a)(1). That Section provides

1 the following:

2 Every employer shall pay to each of his employees who in any
3 workweek is engaged in commerce or in the production of goods
4 for commerce, or is employed in an enterprise engaged in
5 commerce or in the production of goods for commerce, wages at
6 the following rates:

- 7 (1) except as otherwise provided in this section, not less than—
8 (A) \$5.85 an hour, beginning on the 60th day after May 25, 2007;
9 (B) \$6.55 an hour, beginning 12 months after that 60th day; and
10 (C) \$7.25 an hour, beginning 24 months after that 60th day;...

11 43. Plaintiff is informed and believes, and thereon alleges, that certain or all of the
12 Employees were not exempt employees under the FLSA's overtime provisions and that
13 Defendants also required Plaintiffs and require the FLSA collective Employees to work without
14 overtime in excess of the forty (40) hours per week maximum under 29 U.S.C. § 207(a)(1). That
15 Section provides the following:

16 Except as otherwise provided in this section, no employer shall
17 employ any of his employees ... for a workweek longer than forty
18 hours unless such employee receives compensation for his
19 employment in excess of the hours above specified at a rate which
20 is not less than one and one-half times the regular rate at which he
21 is employed.

22 44. In the performance of their duties for Defendants, Employees as members of the
23 FLSA collective often did work off the clock and over forty (40) hours per week, received non-
24 hourly payments that were not incorporated by Defendants into the regular rate used to calculate
25 and pay overtime compensation, and did not receive minimum wages and other required
26 compensation for the work, labor and services they provided to Defendants, as required by the
27 FLSA, 29 U.S.C. §§ 206 and 207, due to Defendants' policy and practice by operating under a
28 policy of not paying overtime.

45. At all times relevant to this action, Plaintiffs were an "employee" of Defendants
within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA. At all times relevant to this action,
Defendants "suffered or permitted" Plaintiffs and the FLSA Collective Members to work and
thus "employed" them within the meaning of 29 U.S.C. § 203(g) of the FLSA. At all times
relevant to this action, Defendants required Plaintiffs and FLSA Collective Members to perform

1 work under Defendants employ but failed to pay them the federally mandated wages and
2 overtime compensation for all services performed.

3 46. The precise amount of unpaid wages and unpaid hours will be proven at trial, as
4 will the extent of the geographic scope of the FLSA Collective, as Defendants maintain
5 operations in California but also in other states throughout the United States. Upon information
6 and belief, Employees of Defendants in other states besides California were also subject to the
7 same uniform and unlawful company policies and practices as were the members of the FLSA
8 Collective employed in California, as addressed herein.

9 47. The FLSA also imposes a record-keeping requirement on employers, including
10 the obligation to keep accurate records of all hours worked by employees. Defendants have
11 knowingly and willfully failed and continue to willfully fail to record, report, and/or preserve
12 accurate records of all hours worked by Plaintiffs and FLSA Collective Members. By failing to
13 record, report, and/or preserve records of all hours worked by Plaintiff and the FLSA Collective
14 Members, Defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201, *et seq.*

15 48. Plaintiffs propose to undertake appropriate proceedings to have such FLSA Class
16 members aggrieved by Defendants' unlawful conduct notified of the pendency of this action and
17 to provide them with the opportunity to join this action as plaintiffs, pursuant to 29 U.S.C. §
18 216(b), by filing written consents to joinder with the Court.

19 49. Defendants' violations of the FLSA were willful within the meaning of the statute
20 and interpretive case law and decisions.

21 50. Plaintiffs seek judgment against Defendants on their own behalf and on behalf of
22 those FLSA collective employees similarly situated who file written consents to joinder in this
23 action, for all unpaid wages, including minimum and overtime wages owed by Defendants,
24 pursuant to 29 U.S.C. §§ 206 and 207, together with an award of an additional equal amount as
25 liquidated damages, and costs, interest, and reasonable attorneys' fees, as provided for under 29
26 U.S.C. § 216(b) and which may be brought in "any Federal or State court of competent
27 jurisdiction by any one or more employees for and in behalf of himself or themselves and other
28 employees similarly situated."

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

52. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal and rest periods for which Employees were consistently denied (see infra).

53. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

54. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

55. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

56. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission.

57. California Labor Code § 1194.2 also provides for the following remedies:

In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully
2 unpaid and interest thereon.

3 58. Defendants have the ability to pay minimum wages for all time worked and have
4 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
5 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

6 59. Defendants had a common policy and practice of failing to pay Employees
7 minimum wages. Specifically, Defendants had a common policy and practice of understating
8 Employees time worked. Employees were required to clock out during their paid rest breaks which
9 they were systematically denied. As rest breaks are separately compensated at no less than the
10 minimum wage, Defendants failed to pay Employees minimum for such time worked.

11 60. Wherefore, Employees are entitled to recover the unpaid minimum wages
12 (including double minimum wages), liquidated damages in an amount equal to the minimum
13 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
14 to California Labor Code § 1194(a).

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

17 **(Against All Defendants)**

18 61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 62. By their conduct, as set forth herein, Defendants violated California Labor Code §
21 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
22 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
23 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
24 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
25 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
26 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
27 paying Employees wages for all hours worked. Employees regularly worked over 8 hours or in
28 excess of twelve (12) hours on a given day without receiving overtime compensation.

1 Additionally, Defendants consistently deducted time from Employees time cards for rest periods,
2 which Employees were regularly denied.

3 63. Defendants' failure to pay compensation in a timely fashion also constituted a
4 violation of California Labor Code § 204, which requires that all wages shall be paid
5 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
6 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
7 and overtime compensation earned by Employees. Each such failure to make a timely payment of
8 compensation to Employees constitutes a separate violation of California Labor Code § 204.

9 64. Defendants had a common policy and practice of failing to pay Employees proper
10 overtime wages. Specifically, the uncompensated working time, discussed above, was worked by
11 Employees in excess of eight (8) hours a day and/or forty (40) hours a week, entitling Employees
12 overtime wages which they were systematically denied.

13 65. Employees have been damaged by these violations of California Labor Code §§
14 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

15 66. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
16 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
17 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
18 reasonable attorneys' fees and costs.

19 **FOURTH CAUSE OF ACTION**

20 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

21 **(Against All Defendants)**

22 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 68. Employees regularly worked shifts greater than five (5) hours and greater than ten
25 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
26 more than five (5) hours without providing him or her with a meal period of not less than thirty
27 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
28 meal period of not less than thirty (30) minutes.

69. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law.

70. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

71. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FIFTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

73. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

74. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

75. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

76. Defendants had a common policy and practice of failing to provide Employees with compliant rest breaks. Specifically, A Employees were required to clock out during the rest breaks, thus never receiving paid rest breaks in accordance with the Labor Code and applicable IWC Wage Orders.

77. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in

1 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
2 worked without the required rest breaks, a sum to be proven at trial.

3 **SIXTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 226(a)**
5 **(Against All Defendants)**

6 78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 79. California Labor Code § 226(a) requires an employer to furnish each of his or her
9 employees with an accurate, itemized statement in writing showing the gross and net earnings,
10 total hours worked, and the corresponding number of hours worked at each hourly rate; these
11 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
12 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
13 statements may be given to the employee separately from the payment of wages; in either case the
14 employer must give the employee these statements twice a month or each time wages are paid.

15 80. Defendants failed to provide Employees with accurate itemized wage statements in
16 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
17 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
18 periods and rest breaks, and automatically deducted wages for alleged meal periods, all of which
19 Defendants knew or reasonably should have known were owed to Employees, as alleged
20 hereinabove.

21 81. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
22 Employees suffered injuries, including among other things confusion over whether they received
23 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
24 forcing them to make mathematical computations to analyze whether the wages paid in fact
25 compensated them correctly for all hours worked.

26 82. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
27 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
28 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

5 **IN VIOLATION OF LABOR CODE § 2802**

6 **(Against All Defendants)**

7 83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 84. Under Labor Code § 2802(a) an employer must indemnify its employees for all
10 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
11 of his or her duties, or of his or her obedience to the directions of the employer.

12 85. Employees incurred necessary expenditures in the performance of their job duties
13 for Defendants, namely the cost of cell phone usage which were necessary to perform their duties
14 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
15 continuing to the present, Defendants consistently failed to reimburse Employees for these
16 necessarily incurred business expenses.

17 86. As a result of the unlawful acts of Defendants, Employees have been deprived of
18 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
19 plus interest and penalties thereon, attorneys' fees, and costs.

20 **EIGHTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 221**

22 **(Against All Defendants)**

23 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 88. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
26 receive from an employee any part of wages theretofore paid by said employer to said employee."

27 89. Defendants unlawfully received and/or collected wages from employees by
28 implementing a policy of automatically deducting 30 minutes worth of vested wages, from

1 Employees, for alleged meal periods which they were consistently denied, as well as by
2 understating the hours worked by Employees as alleged above.

3 90. As a direct and proximate cause of the unauthorized deductions, Employees have
4 been damaged, in an amount to be determined at trial.

5 **NINTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 203**

7 **(Against All Defendants)**

8 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 92. Numerous Employees are no longer employed by Defendants; they either quit
11 Defendants' employ or were fired therefrom.

12 93. Defendants failed to pay these Employees all wages due and certain at the time of
13 termination or within seventy-two (72) hours of resignation.

14 94. The wages withheld from these Employees by Defendants remained due and owing
15 for more than thirty (30) days from the date of separation of employment.

16 95. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
17 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
18 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
19 to thirty (30) days from the date they were due.

20 **TENTH CAUSE OF ACTION**
21 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

22 **(Against All Defendants)**

23 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 97. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
26 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in
27 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
28 general public. Plaintiff seeks to enforce important rights affecting the public interest within the

1 meaning of Code of Civil Procedure

2 § 1021.5.

3 98. Plaintiff is a "person" within the meaning of Business & Professions Code
4 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
5 relief, restitution, and other appropriate equitable relief.

6 99. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
7 business practices.

8 100. Wage-and-hour laws express fundamental public policies. Paying employees their
9 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
10 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
11 vigorously to enforce minimum labor standards, to ensure that employees are not required or
12 permitted to work under substandard and unlawful conditions, and to protect law-abiding
13 employers and their employees from competitors who lower costs to themselves by failing to
14 comply with minimum labor standards.

15 101. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
19 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 102. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
22 violation of the Business & Professions Code § 17200 et seq.

23 103. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
24 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
25 reasonable care should have known that their conduct was unlawful; therefore their conduct
26 violates the Business & Professions Code § 17200 et seq.

27 104. As a proximate result of the above-mentioned acts of Defendants, Employees have
28 been damaged, in a sum to be proven at trial.

Doc# 1 Page# 24 - Doc ID = 1740941308 - Doc Type = Complaint

1 § 17200 et seq., including disgorgement or profits, as may be proven;

2 10. For compensatory damages in the amount of all previously unreimbursed business
3 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
4 from four (4) years prior to the original filing of this action, as may be proven;

5 11. For an order enjoining Defendants and their agents, servants, and employees, and
6 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
7 duties adumbrated in this Complaint;

8 12. For facilitated Notice under 29 USC § 216(b), compensation pursuant to the FLSA,
9 29 U.S.C. §§ 201, 206, 207, *et seq.*, conditional and final certification of a Collective Action, and
10 for interest on any compensatory damages, and attorneys' fees, interest, and costs of suit pursuant
11 to 29 U.S.C. § 216(b);

12 13. For all general, special, and incidental damages as may be proven;

13 14. For an award of pre-judgment and post-judgment interest;

14 15. For an award providing for the payment of the costs of this suit;

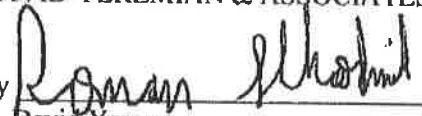
15 16. For an award of attorneys' fees; and

16 17. For such other and further relief as this Court may deem proper and just.

17
18 DATED: May 24, 2018

DAVID YEREMIAN & ASSOCIATES, INC.

19
20 By


David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
DE'VON WALKER
and the putative class

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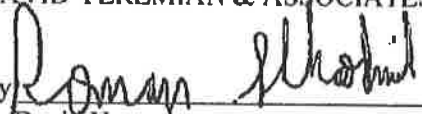
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: May 24, 2018

DAVID YEREMIAN & ASSOCIATES, INC.

By



David Yeremian

Roman Shkodnik

Attorneys for Plaintiff

DE'VON WALKER

and the putative class

05/30/2018

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Shkodnik (285152) David Yermian & Associates Inc. 535 N. Brand Blvd., Suite 705 Glendale, CA 91203 TELEPHONE NO.: (818) 230-8380 FAX NO.: (818) 230-0308		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles MAY 29 2018 Sherri H. Carter, Executive Officer/Clerk of Court By <u>Brittany Smith</u> Deputy Brittany Smith
ATTORNEY FOR (Name): Plaintiff, De'von Walker		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Walker v. Scoobeez, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: BC 707663 JUDGE: DEPT:

By Fax

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (26) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Eight (8)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 24, 2018

Roman Shkodnik

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

05/29/2018

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

By Fax

SHORT TITLE: Walker v. Scoobeez, et al.	CASE NUMBER: DC 707663
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Walker v. Scoobeez, et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.		B Type of Action (Check only one)	C Applicable Reasons See Step 9 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 6, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Walker v. Scoobeez, et al.		CASE NUMBER:		
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)		
		C Applicable Reasons - See Step 3 List Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition

SHORT TITLE: Walker v. Scoobeez, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS:	
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: May 24, 2018


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



Notice of Service of Process

MWM / ALL
Transmittal Number: 18366916
Date Processed: 06/28/2018

Primary Contact: Ross W McLinden
Better Business Systems Inc.
175 N 27th St
Ste 800
Billings, MT 59101-2065

Electronic copy provided to: Rachelle Park
Diana Cox

Entity:	Avitus, Inc. Entity ID Number 3073053
Entity Served:	Avitus, Inc., Avitus Group
Title of Action:	De'von Walker vs. Scoobeez
Document(s) Type:	Notice
Nature of Action:	Class Action
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	BC707663
Jurisdiction Served:	California
Date Served on CSC:	06/26/2018
Answer or Appearance Due:	08/10/2018
Originally Served On:	CSC
How Served:	Regular Mail
Sender Information:	Roman Shkodnik 818-230-8380

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)

david@yeremianlaw.com

Roman Shkodnik (SBN 285152)

roman@yeremianlaw.com

535 N. Brand Blvd., Suite 705

Glendale, California 91203

Telephone: (818) 230-8380

Facsimile: (818) 230-0308

DAVTYAN PROFESSIONAL LAW CORPORATION

Emil Davtyan (SBN 299363)

emil@davtyanlaw.com

21900 Burbank Blvd., Suite 300

Woodland Hills, California 91367

Telephone: (818) 992-2935

Facsimile: (818) 975-5525

Attorneys for Plaintiff DE'VON WALKER,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DE'VON WALKER, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

SCOOBEEZ, a California corporation;
AVITUS, INC., a Montana corporation;
AVITUS GROUP, an unknown business
entity; SCOOBEEZ, INC. CORP LA., a
business entity of unknown form; and DOES
1 through 50, inclusive,

Defendants.

Case No.: BC707663

*[Case Assigned for All Purposes to
Honorable Judge Carolyn B. Kuhl in Dept. 12]*

**NOTICE OF CASE ORDER RE NEWLY
FILED CLASS ACTION AND INITIAL
STATUS CONFERENCE**

Date : August 10, 2018

Time: 10:00 a.m.

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to the Court's Order attached as Exhibit A, this
3 case has been deemed complex, and the Court has stayed the matter at least until the Initial Status
4 Conference. Also pursuant to the Court's Order, an Initial Status Conference has been set for
5 August 10, 2018 at 10:00 a.m. in Department 12, before Judge Carolyn B. Kuhl. The parties are to
6 file a Joint Initial Status Conference Class Action Response Statement 5 court days prior to the
7 hearing. Plaintiff is ordered to give notice.

8
9 DATED: June 22, 2018

DAVID YEREMIAN & ASSOCIATES, INC.

10
11 By 

12 David Yeremian
13 Roman Shkodnik
14 Attorneys for Plaintiff
15 DE'VON WALKER, and the putative
16 class
17
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EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

DEPT. SSC12

HONORABLE CAROLYN B. KUHL

JUDGE

J. MANRIQUE

DEPUTY CLERK

HONORABLE
ADD-ON

JUDGE PRO TEM

M. MIRO, C.A.

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NOT REPORTED

Reporter

BC707663

Plaintiff

Counsel

DE'VON WALKER

NO APPEARANCES

VS

Defendant

SCOOBEEZ ET AL

Counsel

NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for August 10, 2018, at 10:00 a.m. in Department 12, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012. Counsel for all parties are ordered to attend IN PERSON.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Prior to the Initial Status Conference, Counsel for all parties are ordered to meet and confer in person (no later than 10 days before the Conference). Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference Class Action Response Statement five court days before the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

DEPT. SSC12

HONORABLE CAROLYN B. KUHL

JUDGE

J. MANRIQUE
M. MIRO, C.A.

DEPUTY CLERK

HONORABLE
ADD-ON

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NOT REPORTED

Reporter

BC707663

Plaintiff
CounselDE'VON WALKER
VS
SCOOBEEZ ET ALDefendant
Counsel

NO APPEARANCES

NATURE OF PROCEEDINGS:

Initial Status Conference. The Joint Response Statement must be filed on line-numbered pleading paper and must specifically answer each of the below-numbered topics. Do not use the Judicial Council Form CM-110 (Case Management Statement).

1. PARTIES AND COUNSEL: Please list all presently-named class representatives and presently-named defendants, together with all counsel of record, including counsel's contact and email information.
2. STATUS OF PLEADINGS: Please indicate whether defendant has filed a Notice of Appearance or an Answer to the Complaint, and, if so, indicate the filing date(s).
3. POTENTIAL ADDITIONAL PARTIES: Indicate whether any plaintiff presently intends to add additional class representatives, and, if so, the name(s) and date by which these class representatives will be added. Indicate whether any plaintiff presently intends to name additional defendants, and, if so, the name(s) and date by which the defendant(s) will be added. Indicate whether any appearing defendant presently intends to file a cross-complaint and, if so, the names of cross-defendants and the date by which the cross-complaint will be filed.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

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M. MIRO, C.A.

DEPUTY CLERK

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ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

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Reporter

BC707663

Plaintiff

Counsel

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NO APPEARANCES

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Counsel

NATURE OF PROCEEDINGS:

4. IMPROPERLY NAMED DEFENDANT(S): If the complaint names the wrong person or entity, please explain why the named defendant is improperly named and the proposed procedure to correct this error.
5. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S): If any party believes one or more named plaintiffs might not be an adequate class representative, including reasons of conflict of interest as described in Apple Computer v. The Superior Court of Los Angeles County (2005) 126 Cal.App.4th 1253, please explain. No prejudice will attach to these responses.
6. ESTIMATED CLASS SIZE: Please discuss and indicate the estimated class size.
7. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS: Please list other cases with overlapping class definitions. Please identify the court, the short caption title, the docket number, and the case status.
8. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER CLAUSES: Please state whether arbitration is an issue in this case and attach a sample of any relevant clause of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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Deputy Sheriff

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Reporter

BC707663

Plaintiff

Counsel

DE'VON WALKER

NO APPEARANCES

VS

Defendant

SCOOBEEZ ET AL

Counsel

NATURE OF PROCEEDINGS:

this sort. Opposing parties must summarize their views on this issue.

9. POTENTIAL EARLY CRUCIAL MOTIONS: Opposing counsel should identify and describe the significant core issues in the case, and then identify efficient ways to resolve those issues, including one or more of the following:
 - Motion to Compel Arbitration,
 - Early motions in limine,
 - Early motions about particular jury instructions and verdict forms,
 - Demurrers,
 - Motions to strike,
 - Motions for judgment on the pleadings, and
 - Motions for summary judgment and summary adjudication.
10. CLASS CONTACT INFORMATION: Counsel should discuss whether obtaining class contact information from defendant's records is necessary in this case and, if so, whether the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure, including allocation of cost and the necessity of a third party administrator.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

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ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NOT REPORTED

Reporter

BC707663

Plaintiff

Counsel

DE'VON WALKER

NO APPEARANCES

VS

Defendant

SCOOBEEZ ET AL

Counsel

NATURE OF PROCEEDINGS:

11. PROTECTIVE ORDERS: Parties considering an order to protect confidential information from general disclosure should begin with the model protective orders found on the Los Angeles Superior Court Website under "Civil Tools for Litigators."
12. DISCOVERY: Please discuss a discovery plan. If the parties cannot agree on a plan, summarize each side's views on discovery. The court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the merits. The court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose (See California Rule of Court, Rule 3.768).
13. INSURANCE COVERAGE: Please state if (1) there is insurance for indemnity or reimbursement, and (2) whether there are any insurance coverage issues which might affect settlement.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

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NONE

Deputy Sheriff

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Reporter

BC707663

Plaintiff
CounselDE'VON WALKER
VS
SCOOBEEZ ET AL

NO APPEARANCES

Defendant
Counsel

NATURE OF PROCEEDINGS:

14. ALTERNATIVE DISPUTE RESOLUTION: Please discuss ADR and state each party's position about it. If pertinent, how can the court help identify the correct neutral and prepare the case for a successful settlement negotiation?
15. TIMELINE FOR CASE MANAGEMENT: Please recommend dates and times for the following:
- The next status conference,
 - A schedule for alternative dispute resolution, if it is relevant,
 - A filing deadline for the motion for class certification, and
 - Filing deadlines and descriptions for other anticipated non-discovery motions.
16. ELECTRONIC SERVICE OF PAPERS: For efficiency the complex program requires the parties in every new case to use a third-party cloud service. Please agree on one and submit the parties' choice when filing the Joint Initial Status Conference Class Action Response Statement. If there is agreement, please identify the vendor and submit a proposed order. (The Court suggests contacting the vendor for a draft form of order.) If parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic service is not the same as

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

DEPT. SSC12

HONORABLE CAROLYN B. KUHL

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Deputy Sheriff

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Reporter

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NO APPEARANCES

VS

Defendant

SCOOBEEZ ET AL

Counsel

NATURE OF PROCEEDINGS:

electronic filing. Only traditional methods of filing by physical delivery of original papers or by fax filing are presently acceptable.

Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:

"A dismissal of an entire class action, or of any party or cause of action in a class action, requires court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail" (California Rule of Court, Rule 3.770(a)). If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

Reminder When Seeking Approval of a Settlement:

Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of Professional Conduct 2-200(a) as required by Mark v. Spencer (2008) 166 Cal.App. 4th 219.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

DEPT. SSC12

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NONE

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Reporter

BC707663

Plaintiff
CounselDE'VON WALKER
VS
SCOOBEEZ ET ALDefendant
Counsel

NO APPEARANCES

NATURE OF PROCEEDINGS:

As stated above, pending further order of this Court, these proceedings are stayed in their entirety. This stay precludes the filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court; however, each defendant is directed to file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearance is without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the parties in managing this complex case and to reduce litigation costs through the development of an orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint and other issues that may assist in the orderly management of these cases. This stay does not preclude the parties from informally exchanging documents that may assist in their initial evaluation of the issues presented in this case; however it stays all outstanding discovery requests.

Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

DEPT. SSC12

HONORABLE CAROLYN B. KUHL

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Plaintiff
Counsel

DE'VON WALKER

NO APPEARANCES

VS

Defendant
Counsel

SCOOBEEZ ET AL

NATURE OF PROCEEDINGS:

Counsel are directed to access information on procedures in the Complex Litigation Program courtrooms on the Court's website at www.lacourt.org.

Pursuant to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

Plaintiff's counsel is directed to serve a copy of this Order on counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of service of this order. If any defendant has not been served in this action, service is to be completed within twenty (20) days of the date of this Order. The plaintiff must file a Proof of Service in this department within seven days of service.

If all parties have been served, have conducted the required meet and confer, and are ready to fully participate in the status conference prior to the assigned date, counsel may contact the clerk of Department 12, Spring Street Courthouse and request an earlier date for the Initial Status Conference.

^{12/} CAROLYN B. KUHL
ASSISTANT SUPERVISING JUDGE

IT IS SO ORDERED:

COMPLEX CIVIL LITIGATION

CAROLYN B. KUHL

DATED: June 11, 2018 Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/11/18

DEPT. SSC12

HONORABLE CAROLYN B. KUHL

JUDGE

J. MANRIQUE

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VS

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Counsel

NATURE OF PROCEEDINGS:

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the 06/11/18 Minute Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: June 11, 2018

Sherri R. Carter, Executive Officer/Clerk

By: /s/ JAN JOSEF MANRIQUE

J. Manrique, Deputy Clerk

David H. Yeremian
David Yeremian & Associates, In
535 N. Brand Blvd., Suite 705
Glendale, CA 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 535 N. Brand, Blvd. Suite 705, Glendale CA 91203.

On June 22, 2018, I served the foregoing: **NOTICE OF CASE ORDER RE NEWLY FILED CLASS ACTION AND INITIAL STATUS CONFERENCE** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Scoobez
396 S Pasadena Ave.
Pasadena, CA 91105

Scoobez, Inc. Corp LA
396 S Pasadena Ave.
Pasadena, CA 91105

Avitus, Inc.
CSC Lawyers Incorporating Service, Agent for Service
2710 Gateway Oaks Dr., 150N
Sacramento, CA 95833

Avitus Group
CSC Lawyers Incorporating Service, Agent for Service
2710 Gateway Oaks Dr., 150N
Sacramento, CA 95833

☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY ELECTRONIC SERVICE VIA CASE ANYWHERE)** Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office. machine is attached hereto.

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 22, 2018, at Glendale, California.


Natalia Bermudes

FROM:

David Yermenian
David Yermenian & Associates Inc
535 N. Brand Boulevard, Suite 705
Glendale CA 91203

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